

4.3.1 (b) COMPUTER TECHNICIAN'S AGREEMENT AND PAYMENT



महाराष्ट्र MAHARASHTRA

2022

23AA 878844

प्रधान मुद्रांक कार्यालय, मुंबई
प.म वि.क. ८००००९०
15 SEP 2022
सक्षम अधिकारी

**MAINTENANCE AGREEMENT FOR COMPUTERS,
PERIPHERALS, LOCAL AREA NETWORKING**

This agreement is made on 1st October 2022 between, the College of Home Science, Nirmala Niketan Mumbai hereinafter referred to as "COLLEGE HOME SCIENCE", for one year or till 30th April 2024.

and

**Fauzan IT Technologies, Royal Apartment R.No 28b, M.Azad Road, Jacob Circle,
Mumbai – 400011.**

Herein after referred to as "Vendor" and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

(Signature of Authorized Signatory)



CRITERION 4 (AQAR 2023-24)

1. SCOPE OF THE AGREEMENT

- A. The maintenance services under the maintenance contract shall comprise of preventive and corrective maintenance of computers, associated peripherals and LAN installed at College of Home Science, Nirmala Niketan. College of Home Science, currently has approximately 133 Computers, Printers/Scanners (14), Modems & Wi-Fi Routers' (24) and associated peripherals connected through network switches and usb.
- B. Maintenance services shall be provided at the College of Home Science,
- C. Any equipment can be added during the period of maintenance contract.
- D. The relationship between College of Home Science, and the vendor shall be that of The "Principal and the Maintenance service provider "or "contractor".

2. SCOPE OF THE WORK

- A. The maintenance services will consist of the following:
 - a) Attending to complaints raised by various departments/individuals of College of Home Science, on daily basis.



(Signature of Authorized Signatory)



CRITERION 4 (AQAR 2023-24)

- b) On site preventive and corrective maintenance of College of Home Science, where the above equipment is installed as indicated from time to time.
 - c) The maintenance contract will include necessary repairs to the installed systems.
 - d) The maintenance contract also includes removal of virus, software patch updating, basic HDD crash recovery, system administration, network administration, software support /troubleshooting to keep the system fully operational and web site updated. The vendor will be responsible for providing virus free computing environment at College of Home Science.
 - e) The maintenance contract also includes repair, maintenance and troubleshooting of all LAN components to keep LAN fully operational.
- B. The maintenance service vendor shall provide maintenance services through qualified experienced and competent resident engineers who shall stay at College of Home Science failing that the vendor shall perform the services himself, All computers, peripherals and their parts as mentioned at College of Home Science, will be covered under this maintenance contract.
- C. The maintenance services will be provided on all working days from 0900 hrs to 1700 hrs. (Monday to Saturday). The vendor shall make the services of service engineers available on Saturdays, Sundays or other holidays in case of any exigency.
- D. The vendor shall also carry out periodic preventive maintenance including external cleaning of equipment once every month, during days and timings convenient to the users.

3. GENERAL CONDITIONS

- A. The vendor will do maintenance work for all the items mentioned in 1A and also for any new items installed in the college of Home Science, Nirmala Niketan.
- B. No transportation charges, whatsoever shall be paid by College of Home Science, for any type of services.
- C. The systems that are not serviceable by the vendor due to obsolescence of technology or non-availability of parts/components/assemblies will be withdrawn from the maintenance contract. The decision of College of Home Science, regarding non-availability and obsolescence of technology will be final.



(Signature of Authorized Signatory)



CRITERION 4 (AQAR 2023-24)

4. PAYMENT TERMS AND CONDITIONS

- A. The vendor will be paid INR 21,000.00 made on monthly basis at the end of each month and based on past performance.
- B. TDS, Service tax, WCT and any other applicable taxes as per prevailing rates, will be deducted before making the payment.

5. PENALTY

- A. If the services provided by the vendor under this maintenance service contract are not to the full satisfaction of College of Home Science, the maintenance contract may be terminated by College of Home Science, and the charges shall be payable only up to the period, till which the vendor has rendered satisfactory services. The decision of College of Home Science, in this regard shall be final and binding on the vendor.
- B. In case of non-compliance with the contract, College of Home Science, reserves the right to cancel/rescind/revoke the contract and impose suitable penalty in proportion to the damages.
- C. The maximum response time for repairing the system shall not be more than five hours and penalty for failure of the vendor to repair the system/providing equivalent standby equipment within the response time will be INR 300.00 per system/sub-system per day.
- D. The service mechanic provided by vendor shall not be changed frequently. Only one change in respect of each resident mechanic will be permitted during the year. For any subsequent change a penalty of INR 10,000.00 would be payable. However, if the mechanic/personnel are found incompetent by College of Home Science, the service mechanic shall be changed by the vendor.
- E. If the resident service mechanic is not available for any reason, the vendor shall be responsible for deputing another competent and experienced service mechanic for that period to ensure continuity in services failing that the vendor shall perform the services himself. If the vendor fails to do so, a penalty of INR 400.00 per day and INR 200.00 per half day will be imposed for the period of absence of each service personnel.

6. ARBITRATION

All disputes arising out of this contract agreement will be settled by the sole Arbitrator appointed by College of Home Science, and the decision of the sole arbitrator shall be final & binding on both parties.



(Signature of Authorized Signatory)



CRITERION 4 (AQAR 2023-24)

7. COMMENCEMENT OF THE AGREEMENT AND TERMINATION

- A. The contract will be initially for **(one)** year from the date of signing of this agreement.
- B. The contract may be renewed for two years, one year at a time, at the discretion of College of Home Science, Nirmala Niketan and based on satisfactory services provided by the vendor.
- C. This Agreement may also be terminated by College of Home Science, forth with if at any time:

The vendor fails to rectify major pending complaints that have become due and such failure continues for a period of thirty days.

Or

The vendor commits any other breach of this Agreement if such breach is not remedied (if capable of remedy) within forty five days of receipt of notice specifying the breach and calling upon the vendor to remedy it.

Or

The vendor goes into liquidation (not being a voluntary liquidation, for the purpose only of a bona fide reconstruction or amalgamation) or enters into any composition arrangements with its creditors or a receiver of its assets is appointed.

- D. In case of any matter relating to terms and conditions not specified in this Agreement, the same shall be decided by mutual agreement of College of Home Science, and the **vendor**.

8. AGREEMENT AND WARRANTY

A. Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the parties.

B. The **vendor** and College of Home Science, **representative**, warrant and undertake that they have full powers and authority to enter into this Agreement and perform the obligations they have assumed there under. The parties further represent, warrant and undertake that there are no restrictions whatsoever preventing them from performing their obligations of entering into this Agreement.

9. NOTICES

A. Any notice to be given under this Agreement shall be in writing and sent by facsimile transmission or forwarded by registered post to the other party or it Nominee, shall be deemed to have been given on the date of dispatch.



(Signature of Authorized Signatory)

CRITERION 4 (AQAR 2023-24)

10. FORCE MAJEURE

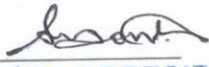
A. If either party is affected by force majeure it shall forthwith notify the other party of the nature and extent thereof.

B. Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party; and the time for performance of the obligations shall be extended accordingly.

11. APPLICABLE LAW

A. The Agreement shall be governed by Indian Law and both the parties consent to the jurisdiction of Mumbai Courts in all matters regarding the Agreement.

IN WITNESS WHERE OF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Sign: 
For and on behalf of **VICE PRESIDENT**
NIRMA NIKETA INSTITUTE
College of Home Science, Nirma Niketan,
38, NEW MARINE LINES
Mumbai **MUMBAI - 400 020**

Witness No 1 :


Witness No 2 :






Sign: 
For and on behalf of
Fauzan IT Technologies,
Mumbai

Witness No 1:


Reg. No. F-1725
B.U.M.S. (Mumbai)
Dr. Zafar Hashmi

Witness No 2 :


Dr. (Mrs.) Nabid Zafar
B.U.M.S. (Mumbai)
Reg. No. F-1725

(Signature of Authorized Signatory)



CRITERION 4 (AQAR 2023-24)

COMPUTER TECHNICIAN'S PAYMENT (ILLUSTRATIONS)

INVOICE

Fauzan IT Technologies

DATE: 03/10/2023

Royal Apartment R.No 28b
M.Azad Road, Jacob Circle,
Mumbai - 400011.

Bill To:
Nirmala Niketan College Of Home Science
49, New Marine Lines
Mumbai 400020

DESCRIPTION	AMOUNT
IT System & Network Maintenance for September 2023	Rs 21000
<p><i>[Signature]</i></p> <p>1.1. $\begin{array}{r} 21000 \\ 210 \\ \hline 20790 \end{array}$</p> <p><i>T. Parida</i> <u>3.10.2023</u></p>	
TOTAL	Twenty One Thousand / Rs 21000

Make all cheques payable to Fauzan Zafar Hashmi
Account no: 005910110005731
IFSC Code: BKID0000059
MICR Code: 400013027
Customer ID: 114939959
Pan number - AGOPH5896F

BB



[Signature]
INCHARGE PRINCIPAL
COLLEGE OF HOME SCIENCE
Nirmala Niketan,
49, New Marine Lines,
Mumbai - 400 020.

INVOICE

DATE: 26/02/2024

Fauzan IT Technologies

Royal Apartment R.No 28b
M.Azad Road, Jacob Circle,
Mumbai - 400011.

Bill To:

Nirmala Niketan College Of Home Science
49, New Marine Lines
Mumbai 400020

DESCRIPTION	AMOUNT
IT System & Network Maintenance for February 2024 <div style="text-align: center;"> $\begin{array}{r} 21000 \\ - 210 \\ \hline 20790 \end{array}$ <p>TDS 1%)</p> </div> <div style="text-align: left;"> <p><i>A. Parvaiz</i></p> <p><u>26.02.24</u></p> </div>	Rs 21000
TOTAL	Twenty One Thousand Rs 21000

Make all cheques payable to **Fauzan Zafar Hashmi**

Account no: 005910110005731
IFSC Code: BKID0000059
MICR Code: 400013027
Customer ID: 114939959
Pan number – AGOPH5896F




K. S. D.
INCHARGE PRINCIPAL
COLLEGE OF HOME SCIENCE
Nirmala Niketan,
49, New Marine Lines,
Mumbai - 400 020.